

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC., a Delaware corporation,
Plaintiff,
v.
3TAPS, INC., et al.,
Defendants.

CASE NO. CV12-03816 CRB

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST:**

- (1) 3TAPS, INC.,
(2) HARD YAKA, INC., and
(3) ROBERT G. KIDD**

AND RELATED COUNTERCLAIMS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of Plaintiff craigslist, Inc. (“craigslist”), on the one hand, and Defendants 3taps, Inc. (“3taps”), Hard Yaka, Inc., Robert G. Kidd (collectively, “Defendants”) that:

I. Final Judgment

Judgment is entered in favor of craigslist against Defendants, jointly and severally, in the amount of \$1,000,000.00.

II. Injunction

Defendants and their respective current and future officers, agents, servants, employees,

1 and other persons who are in active concert or participation with them (collectively, the
2 “Prohibited Parties”), are ordered and enjoined as follows:

- 3 A. Within one day (1) day of the entry of this Order, the Prohibited Parties will
4 forever cease access to and/or any use of, including but not limited to
5 reproducing, transmitting, displaying, framing, including, disseminating,
6 publishing, distributing, or giving away (“Access and Use”), any content,
7 including but not limited to user-generated postings, advertisements,
8 information, data, images, messages, or emails, that has been submitted to,
9 posted on, or transmitted via any craigslist website, service, or computer server,
10 including, but not limited to *craigslist.org* (“craigslist Content”). For the
11 avoidance of doubt, this prohibition includes, but is not limited to, craigslist
12 Content that a third party, including without limitation a third party located
13 outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or
14 computer server, or (ii) any other party, or series of parties, that itself or
15 themselves obtained craigslist Content from any craigslist website, service or
16 computer server.
- 17 B. The prohibition on Access and Use of craigslist Content includes: 1) direct
18 Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a
19 third party, intermediary, or proxy, including but not limited to any search engine
20 or participant in crowd sourcing of craigslist Content. The prohibition covers all
21 Access and Use by the Prohibited Parties and provides no exceptions, including
22 but not limited to a claim of fair use or implied license.
- 23 C. The Prohibited Parties are also permanently prohibited from:
- 24 (1) directly or indirectly downloading, harvesting, obtaining, or copying
25 craigslist Content by any means whatsoever, including but not limited to
26 robots, spiders, scrapers, or crawlers;
- 27 (2) directly or indirectly displaying, framing, including, disseminating,
28 publishing, distributing, selling, giving away, or otherwise presenting or

1 making available to any person or entity, or facilitating same, any
2 craigslist Content;

3 (3) representing, on their websites, in their mobile apps, or otherwise, that
4 they are in any way affiliated with craigslist, or that any of their products
5 or services contain or include any craigslist Content;

6 (4) directly or indirectly circumventing technological measures that control
7 access to any craigslist website or any portions thereof, including but not
8 limited to, measures that: monitor and/or block activity associated with
9 particular IP addresses or provide a set of instructions to any automated
10 technologies visiting the craigslist website that prohibit automated
11 programs (e.g., a robots.txt file), whether through use of multiple IP
12 addresses or any other means;

13 (5) directly or indirectly infringing any of craigslist's copyrighted materials;

14 (6) sending or transmitting, or paying, directing, aiding, or conspiring with
15 others to send or transmit (i) any commercial electronic mail or electronic
16 communication to any craigslist email address, user, member or poster,
17 bearing any false, fraudulent, anonymous, inactive, deceptive, or invalid
18 return information, or otherwise using any other artifice, scheme or
19 method of transmission that would prevent the automatic return of
20 undeliverable electronic mail to its original and true point of origin or that
21 would cause the email return address to be that of anyone other than the
22 actual sender or by any other means in violation of the CAN-SPAM Act,
23 15 U.S.C. § 7701, et seq. or (ii) any commercial electronic mail message
24 to email addresses known to have been acquired or harvested from any
25 craigslist website;

26 (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer,
27 transmission, distribution, trade, or display of craigslist users' postings,
28 names, locations, addresses, email addresses, phone numbers, contact

information, screen names or other user information, taken from any craigslist website, service, or computer server, including, but not limited to *craigslist.org*, or lists thereof; and

- (8) directly or indirectly using (other than fair use or nominative fair use, such as for purposes of commentary), any craigslist trademark or trade dress, or applying for, or registering any mark, trade name, trade dress, company name, domain name, website username, or url that contains any craigslist trademark or misspelling of any craigslist trademark, or that is confusingly similar to any craigslist trademark; and from using or acquiring any Twitter handle, email address, avatar, domain name, social media user name, or other asset of any kind that contains or suggests the words “craig,” “craigslist,” or anything similar.

D. Within seven (7) days of the entry of this Order, 3taps will assign and otherwise transfer to craigslist all rights, title (including ownership), and interest in and to the craiggers.com domain name.

E. Within thirty (30) days of the entry of this Order, the Prohibited Parties shall permanently delete or destroy any craigslist Content, regardless of whether obtained directly or indirectly, whether stored in electronic form or otherwise, in their possession, custody, or control. craigslist may retain a third party digital forensics firm (“Forensics Firm”) to certify to the destruction of the craigslist Content from Defendants’ computer systems and files. Defendants will provide the Forensics Firm with all necessary access for such a certification within fifteen (15) days of the entry of this Order.

F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are permitted to make limited personal, non-commercial use of the craigslist website, in full compliance with the craigslist Terms of Use in effect at that time, for the purchase and sale of goods and services. This use is limited as follows:

- (i) no more than ten (10) postings per month per individual; and

(ii) no more than twenty (20) visits to the website per month per individual, with each visit not to exceed one (1) hour.

G. To the extent craigslist has reason to believe that any Defendant has violated any provision herein, craigslist will provide such Defendants notice and fifteen (15) days to cure before seeking to enforce this Injunction.

III. Monitoring Compliance

It is further ORDERED that the Prohibited Parties shall:

- A. Take reasonable steps sufficient to monitor and ensure that all persons within their control or employment (whether as independent contractors, employees, agents, partners or in some other capacity) comply with this Order, including but not limited to providing a copy of this Order to any person within their control or employment and requesting that such person adhere to its terms; and
- B. Take all reasonable corrective action with respect to any individual within their control or employment whom any Prohibited Party determines is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying craigslist promptly in writing of the underlying conduct.

IV. Dismissal of Defendants' Counterclaims With Prejudice

Defendants' counterclaims are dismissed with prejudice.

V. Retention of Jurisdiction

It is further ORDERED that this Court shall retain jurisdiction of this matter in law and equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any such matters shall be raised by noticed motion. The Court finds that the above-referenced stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a waiver of the right to contest the validity of any clause, term, or provision herein in any subsequent proceeding, and enters the Order on that basis; provided, however, that if for any reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining

1 clauses, terms and provisions shall remain in full force and effect.

2 IT IS SO ORDERED.

3 Dated: _____

4 _____
Honorable Charles R. Breyer